

**DRAFT TITLE SEARCH REPORT
GARY DEVELOPMENT LANDFILL SITE**

Gary, Lake County, Indiana

Prepared for
U. S. EPA, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604

Contract No. EP-W-10-011
Task Order No. 01
Work Order No. B52L05112012
Work Request Form 052

Prepared by
Toeroek Associates, Inc.
205 North Wacker Drive
Chicago, Illinois 60606

June 25, 2012

ENFORCEMENT CONFIDENTIAL

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Gary Development Landfill Site

Gary, Lake County, Indiana

Contract No.:	EP-W-10-011
Task Order No.:	01
Work Order No.:	B52L05112012
Site No.:	B52L
EPA TOM:	Margaret Herring
Telephone No.:	312/886-6239
Toeroek TOM:	Sara Habert
Telephone No.:	312/292-9554

June 25, 2012

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1 Introduction

1.1 Scope of Work

On May 11, 2012, the U.S. Environmental Protection Agency (EPA) Region 5 Task Order Manager (TOM) issued Work Order B52L05112012 under Task Order (TO) No. 01 via Work Request Form (WRF) No. 052 to Toeroek Associates, Inc. (Toeroek). The request was to perform a title and tax record search from 1963 to the present for three contiguous parcels comprising the Gary Development Landfill Site, located in Gary, Lake County, Indiana (Figure 1). EPA also requested that local records be searched for building and demolition permits, blueprints, and reports of inspections, as well as for zoning and other ordinances that may or may not be consistent with institutional control documents.

1.2 Performance of Work

Toeroek subcontracted with Guaranty Title Company (Guaranty) to collect the title documents and tax information for the three parcels. Guaranty collected title documents from the Lake County Assessor's Office. In addition, Toeroek contacted the Lake County Planning Commission and the City of Gary Zoning Department to identify and collect copies of any permits and inspection reports. The Lake County Planning Commission informed Toeroek that it does not handle any properties within the city limits of Gary, Indiana. The City of Gary Zoning Department performed a search of its records and found no permits or inspection reports for the site parcels.

1.3 Site Location, Description, and Research Approach

The Gary Development Landfill Site is located at 479 Cline Avenue, Gary, Indiana. The property consists of three parcels, identified in county tax records as:

- 25-40-0152-0010, State ID: 45-03-35-326-002.000-004 (Parcel 1)
- 25-40-0152-0008, State ID: 45-03-35-326-001.000-004 (Parcel 2)
- 25-40-0152-0012, State ID: 45-03-35-301-003.000-004 (Parcel 3)

Parcel maps were collected for the site and are included as Figures 1-3.

1.4 Organization of the Report

The title search findings are presented in nine sections:

- (1) Introduction, which provides an outline of the work performed, the location and description of the site, and how it was defined;
- (2) Current Ownership, with a table of current owners of the site;
- (3) Legal Descriptions of the parcels comprising the site;
- (4) Narrative Title Histories for the site;
- (5) Additional Records, and
- (6) Figures;

- (7) Ownership History Summary Table;
- (8) Deliverable Checklist; and
- (9) References.

2 CURRENT OWNERSHIP

The current owner of record for Parcel 1 is Gary Development Co., Inc. Real property taxes for Parcel 1 for both halves of the 2010 tax year are unpaid in the amount of \$15,295.58. Real property taxes for both halves of the 2011 tax year in the amount of \$13,522.84 are also unpaid. Gary storm water taxes in the amount of \$60.00 for both halves of the 2011 tax year are unpaid. Taxes for the 2012 tax year are not yet due or payable.

The current owner of record for Parcel 2 is J.B. Moody. Real property taxes for Parcel 2 for both halves of the 2010 tax year are unpaid in the amount of \$483.72. Real property taxes for both halves of the 2011 tax year in the amount of \$394.14 are also unpaid. Gary storm water taxes in the amount of \$30.00 for both halves of the 2011 tax year are unpaid. Taxes for the 2012 tax year are not yet due or payable.

The current owner of record for Parcel 3 is James Nowacki. Real property taxes for Parcel 3 for both halves of the 2010 tax year are unpaid; however the amount is not specified in tax assessor records. Real property taxes for both halves of the 2011 tax year in the amount of \$14,929.50 are also unpaid. Gary storm water taxes in the amount of \$20.00 for both halves of the 2011 tax year are unpaid. Taxes for the 2012 tax year are not yet due or payable.

3 LEGAL DESCRIPTION

The legal description for each parcel is provided below:

3.1 Parcel 1

All that part of Government Lot 3 in Section 35, Township 37 North, Range 9 West of the 2nd Principal Meridian, in the City of Gary, Lake County Indiana, bounded as follows: on the West by the West line of said Government Lot 3; on the North by a line 100 feet South of and parallel to the North line of the Southwest quarter of said Section, on the Easterly side by the Westerly and Southwesterly line of the Elgin, Joliet and Eastern Railway Company's Right of Way, as now located, and on the Southerly side by the Northerly bank of the Grand Calumet River, containing 46.144 acres, more or less

Except

that part of Government Lot 3 Section 35, Township 37 North, Range 9 West, of the 2nd Principal Meridian in the City of Gary, Lake County, Indiana, on the West by West line of said Government Lot 3; on the North by a line 100 feet South of and parallel to the North line of the Southwest Quarter of said section, on the Easterly side by the Westerly and Southwesterly line of the Elgin, Joliet & Eastern Railway Company's right-of-way, as now located on the Southerly

side by the Northerly bank of the Grand Calumet River, and containing 46.144 acres, more or less, except that part of Government Lot 3 from said deed record 89, pages 422 and 423 and also by deed record 90, pages 127 and 128 and except the North 49 ½ feet and also excepting that part conveyed by deed record 935, page 287, which part conveyed lies Easterly of the line parallel to and 182 feet East of the West line of said Government Lot 3.

3.2 Parcel 2

All that part of Government Lot 3 Section 35, Township 37 North, Range 9 West, of the 2nd Principal Meridian in the City of Gary, Lake County, Indiana, on the West by West line of said Government Lot 3; on the North by a line 100 feet South of and parallel to the North line of the Southwest Quarter of said section, on the Easterly side by the Westerly and Southwesterly line of the Elgin, Joliet & Eastern Railway Company's right-of-way, as now located on the Southerly side by the Northerly bank of the Grand Calumet River, and containing 46.144 acres, more or less, except that part of Government Lot 3 from said deed record 89, pages 422 and 423 and also by deed record 90, pages 127 and 128 and except the North 49 ½ feet and also excepting that part conveyed by deed record 935, page 287, which part conveyed lies Easterly of the line parallel to and 182 feet East of the West line of said Government Lot 3.

3.3 Parcel 3

That part of Government Lot 4 which is the West half of the Southwest Quarter of Section 35, lying North of the Grand Calumet River in Township 37 North, Range 9, West of the 2nd Principal Meridian in the City of Gary, Calumet Township, Lake County, Indiana, containing 15.777 acres, more or less.

4 TITLE HISTORY

Prior to December 28, 1956, the property comprising a portion of the Site was owned by The Vulcan Detinning Company. On December 28, 1956, The Vulcan Detinning Company conveyed a portion of the Site property to Vulcan Materials Company through a Warranty Deed filed on February 13, 1957 (Reference [Ref.] 1).

Prior to January 20, 1962, the remainder of the Site property was owned by Missouri Valley Dredging Company. On January 20, 1962, Missouri Valley Dredging Company conveyed its portion of the Site property to Vulcan Materials Company through a Warranty Deed filed on August 2, 1962 (Ref. 2).

On July 16, 1965, Vulcan Materials Company granted an Easement to the Site property to Northern Indiana Public Service Company to construct, maintain, operate, repair, and renew electrical wires, cables, and any other necessary equipment for the transmission and distribution of electrical energy. The filing date is illegible (Ref. 3).

On October 1, 1968, Vulcan Materials Company granted an Easement to a strip of land on Parcel 3 of the Site property to Rock Road Construction Co. and Ryan Incorporated of Wisconsin for

ingress and egress at all times. On September 20, 1968, Rock Road Construction Company and Ryan Incorporated of Wisconsin executed an Acceptance of Easement and its conditions, limitations, and restrictions therein. Although the acceptance pre-dated the granting, the documents were filed on October 24, 1968, and October 23, 1968, respectively (Ref. 4, Ref. 5).

On October 1, 1968, Vulcan Materials Company conveyed the Site property to Rock Road Construction Co. and Ryan Incorporated of Wisconsin through a Warranty Deed, which was filed on October 23, 1968 (Ref. 6).

On August 22, 1973, Ryan Incorporated of Wisconsin conveyed its interest in the Site property to William J. Ryan, Donald P. Ryan and Thomas M. Ryan d/b/a Ryan Brothers Company through a Quit-Claim Deed. On the same date, William J. Ryan, Donald P. Ryan and Thomas M. Ryan d/b/a Ryan Brothers Company conveyed its interest in the Site property to Rock Road Construction Co. through a Quit-Claim Deed. Both instruments were filed on February 6, 1981 (Ref. 7, Ref. 8).

On January 12, 1981, Rock Road Construction Co. conveyed the Site property to Gary Development Co., Inc. through a Quit-Claim Deed. For a reason that is not apparent, the same Quit-Claim deed, except for the execution date, was again filed on July 22, 1981 (Ref. 9, Ref. 10).

On June 19, 1984, Northern Indiana Public Service Company issued two Partial Releases of Easement for those Easements assigned to it by Indiana Natural Gas and Oil Company on February 11, 1941, for electrical lines, including those on the Site property. Both releases were filed on August 22, 1984 (Ref. 11).

On August 10, 1984, Texaco Cities Service Pipe Line Company (formerly The Texas-Empire Pipe Line Company) issued a Partial Assignment of a Right of Way Easement granted to it by Cities Service Petroleum Company on November 8, 1961, to Amoco Pipeline Company. The recorded document contains no legal description, other than list of section numbers; however, the list included Section 35, location of the site, and is, therefore, assumed to include the Site property (Ref. 12).

On September 7, 2001, Parcel 2 of the Site property was conveyed to the Lake County Board of Commissioners pursuant to a certificate of sale dated March 30, 2001, by the Auditor of the County in the amount of \$59,836.74, the amount due for delinquent property taxes on Parcel 2 for tax years 1999 and prior. Gary Development Co. was named as the delinquent tax payer (Ref. 13).

On July 4, 2003, the Lake County Board of Commissioners conveyed Parcel 2 of the Site property to J.B. Moody through a Commissioners Quit-Claim Deed. The filing date is illegible (Ref. 14).

On October 15, 2009, Parcel 3 of the Site property was conveyed to the Lake County Board of Commissioners pursuant to a certificate of sale dated September 19, 1999, by the Auditor of the County in the amount of \$278,421.52, the amount due for delinquent property taxes on Parcel 3

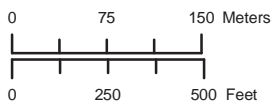
for tax years 1999 and prior. Gary Development Co. was again named as the delinquent tax payer (Ref. 15).

5 ADDITIONAL RECORDS

In a telephone conversation with the Lake County Planning Department, Toeroek was informed that the County does not provide permits or inspections for property within the city limits of Gary, Indiana.

ATTACHMENT 1
FIGURES

Site Location Map, Gary Development Landfill Gary, Lake County, Indiana (U.S. EPA ID: IND077005916)



Sources:

Non Orthophotography Data

- Obtained from the State of Indiana Geographic Information Office Library

- Approximate Site Boundary based on Lake County parcels.

Parcel ID: 45-03-35-301-003.000-004 15.777 acres

Parcel ID: 45-03-35-326-001.000-004 5.9 acres

Parcel ID: 45-03-35-326-002.000-004 40 acres

(Ref. 149, pp. 1-5)

Orthophotography - Obtained from IndianaMap Framework Data

(www.indianamap.org)

Map Projection: UTM Zone 16 N **Map Datum:** NAD83

Approximate Center of Site

Approximate Site Boundary

This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

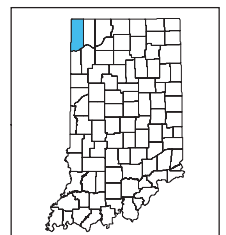
Mapped By: Mike Hill, Office of Land Quality
Date: 2/18/2009

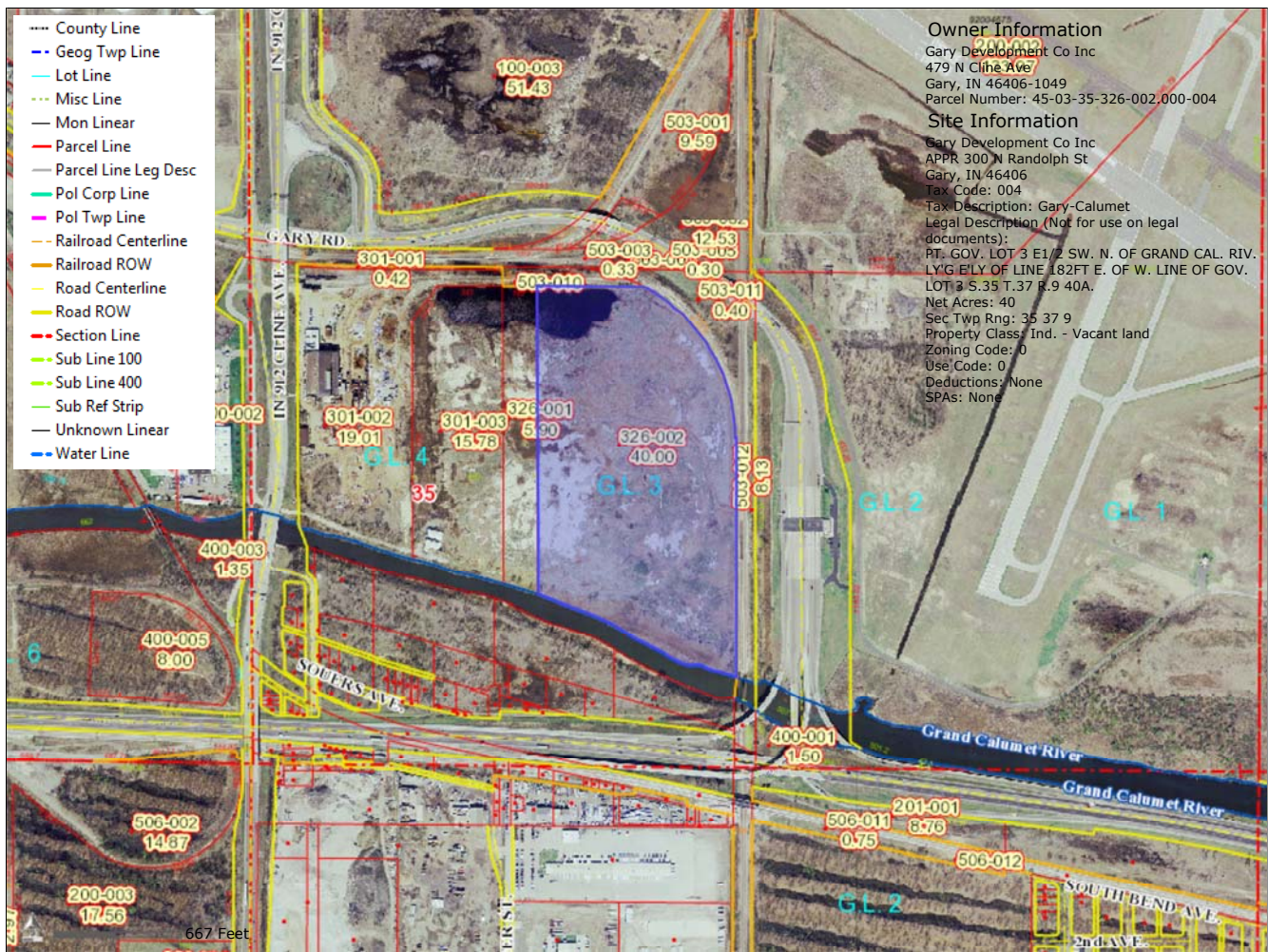


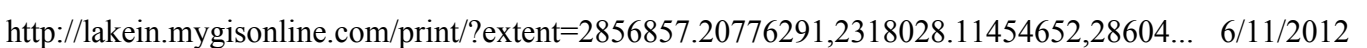
Site Vicinity

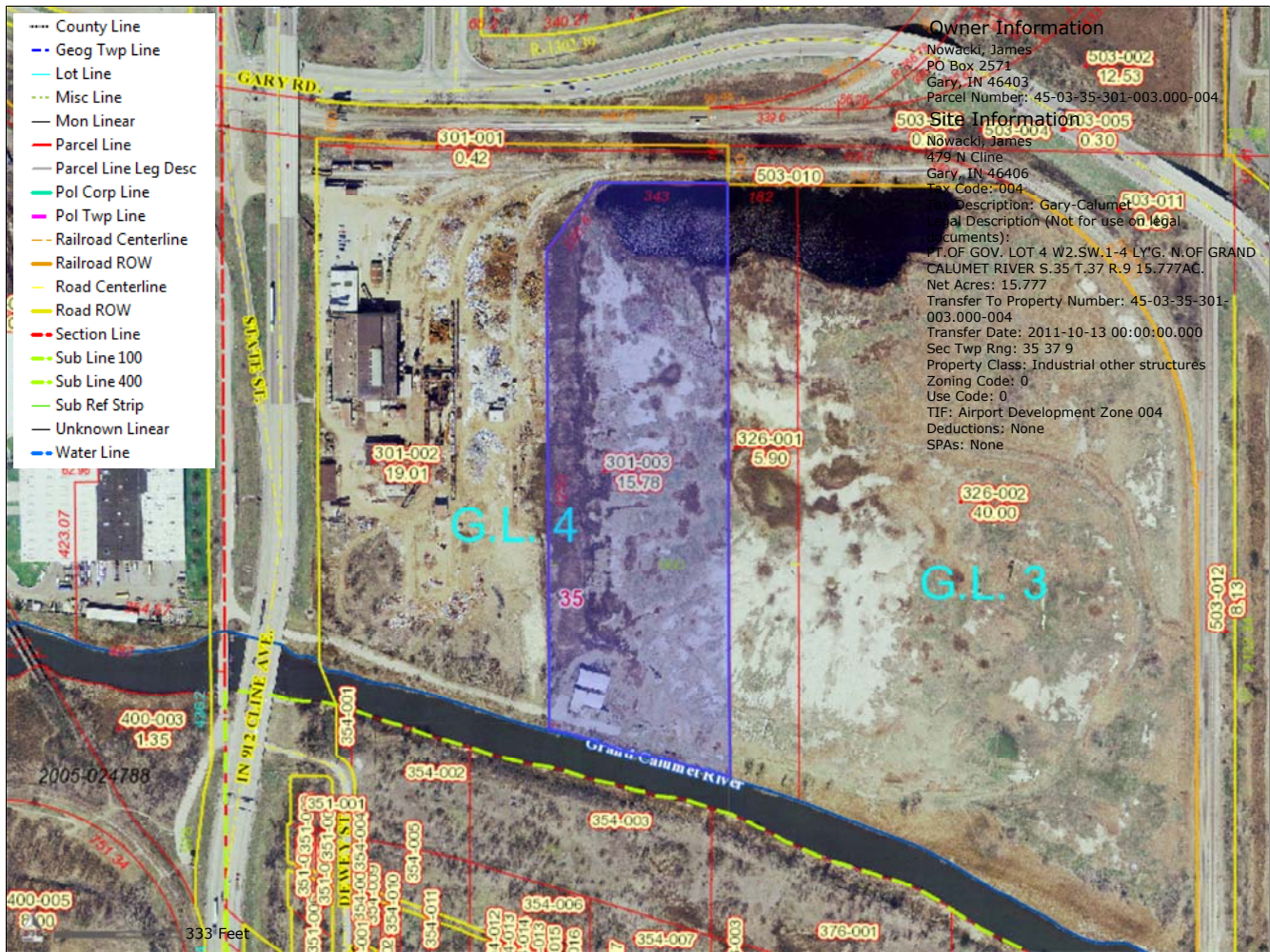


Lake County, IN









ATTACHMENT 2
OWNERSHIP HISTORY SUMMARY TABLE

Gary Development Landfill Site
Title Search Report

Ownership History Summary Table								
Tab	Title Instrument	Grantor	Grantee	Execution Date	Filing Date	Book/Page or Document No.	Property Description	Comment
1	Warranty Deed	Vulcan Detinning Company	Vulcan Materials Company	12/28/1956	2/13/1957	1052/373	Government Lot 4 and part of Government Lot 3	
2	Warranty Deed	Missouri Valley Dredging Company	Vulcan Materials Company	1/20/1962	8/2/1962	1210/367	Remaining part of Government Lot 3	
3	Easement	Vulcan Materials Company	Northern Indiana Public Service Company	7/16/1965	Illegible	Document No. 626108	West 17 feet of land	
4	Easement	Vulcan Materials Company	Rock Road Construction Co. and Ryan Incorporated of Wisconsin	10/1/1968	10/23/1968	1019/278	Part of Government Lot 4	
5	Acceptance of Easement	Rock Road Construction Co. and Ryan Incorporated of Wisconsin	N/A	9/20/1968	10/24/1968	1019/283	Part of Government Lot 4	
6	Warranty Deed	Vulcan Materials Company	Rock Road Construction Co. and Ryan Incorporated of Wisconsin	10/1/1968	10/23/1968	1392/49	Parcel1, Parcel 2, and Parcel 3 of the Site property	

Gary Development Landfill Site
Title Search Report

Ownership History Summary Table								
Tab	Title Instrument	Grantor	Grantee	Execution Date	Filing Date	Book/Page or Document No.	Property Description	Comment
7	Quit-Claim Deed	Ryan Incorporated of Wisconsin	William J. Ryan, Donald P. Ryan and Thomas M. Ryan d/b/a Ryan Brothers Company	8/22/1973	2/6/1981	Document No. 617496	Parcel 1, Parcel 2, and Parcel 3 of the Site property	
8	Quit-Claim Deed	William J. Ryan, Thomas M. Ryan and Donald P. Ryan d/b/a Ryan Brothers Company	Rock Road Construction Co.	8/22/1973	2/6/1981	Document No. 617497	Parcel 1, Parcel 2, and Parcel 3 of the Site property	
9	Quit-Claim Deed	Rock Road Construction Co.	Gary Development Co., Inc.	1/12/1981	1/27/1981	Document No. 616376	Parcel 1, Parcel 2, and Parcel 3 of the Site property	
10	Quit-Claim Deed	Rock Road Construction Co.	Gary Development Co., Inc.	7/22/1981	1/20/1982	Document No. 656837	Parcel 1, Parcel 2, and Parcel 3 of the Site property	
14	Tax Title Deed to County	Auditor of Lake County	Lake County Board of Commissioners	9/7/2001	9/11/2001	Document No. 2001 074490	Parcel 2	
15	Commissioners Quit-Claim Deed	Lake County Board of Commissioners	J.B. Moody	7/4/2003	Illegible	Document No. 2003 088554	Parcel 2	

Gary Development Landfill Site
Title Search Report

Ownership History Summary Table								
Tab	Title Instrument	Grantor	Grantee	Execution Date	Filing Date	Book/Page or Document No.	Property Description	Comment
16	Tax Title Deed To County	Auditor of Lake County	Lake County Board of Commissioners	10/15/2009	10/15/2009	Document No. 2009 069620	Parcel 3	
17	Commissioners Quit-Claim Deed	Lake County Board of Commissioners	James Nowacki	6/24/2011	10/13/2011	Document No. 2011 056929	Parcel 3	

ATTACHMENT 3

REFERENCES

Gary Development Landfill Site
List of References

Ref.	Document	Grantor	Grantee	Execution Date	Book/Page or Document No.
1	Warranty Deed	Vulcan Detinning Company	Vulcan Materials Company	12/28/1956	1052/373
2	Warranty Deed	Missouri Valley Dredging Company	Vulcan Materials Company	1/20/1962	1210/367
3	Easement	Vulcan Materials Company	Northern Indiana Public Service Company	7/16/1965	Document No. 626108
4	Easement	Vulcan Materials Company	Rock Road Construction Co. and Ryan Incorporated of Wisconsin	10/1/1968	1019/278
5	Acceptance of Easement	Rock Road Construction Co. and Ryan Incorporated of Wisconsin	N/A	9/20/1968	1019/283
6	Warranty Deed	Vulcan Materials Company	Rock Road Construction Co. and Ryan Incorporated of Wisconsin	10/1/1968	1392/49
7	Quit-Claim Deed	Ryan Incorporated of Wisconsin	William J. Ryan, Donald P. Ryan and Thomas M. Ryan d/b/a Ryan Brothers Company	8/22/1973	Document No. 617496
8	Quit-Claim Deed	William J. Ryan, Thomas M. Ryan and Donald P. Ryan d/b/a Ryan Brothers Company	Rock Road Construction Co.	8/22/1973	Document No. 617497
9	Quit-Claim Deed	Rock Road Construction Co.	Gary Development Co., Inc.	1/12/1981	Document No. 616376
10	Quit-Claim Deed	Rock Road Construction Co.	Gary Development Co., Inc.	7/22/1981	Document No. 656837
11	Partial Release of Easement	Northern Indiana Public Service Company	Indiana Natural Gas and Oil Company and Antone F. Troescher	6/19/1984	Document No. 770413
12	Partial Release of Easement	Northern Indiana Public Service Company	Indiana Natural Gas and Oil Company and Antone F. Troescher	6/19/1984	Document No. 770412
13	Partial Assignment	Texaco Cities Service Pipe Line Company	Amoco Pipeline Company	8/10/1984	Document No. 771622
14	Tax Title Deed to County	Auditor of Lake County	Lake County Board of Commissioners	9/7/2001	Document No. 2001 074490
15	Commissioners Quit-Claim Deed	Lake County Board of Commissioners	J.B. Moody	7/4/2003	Document No. 2003 088554
16	Tax Title Deed To County	Auditor of Lake County	Lake County Board of Commissioners	10/15/2009	Document No. 2009 069620
17	Commissioners Quit-Claim Deed	Lake County Board of Commissioners	James Nowacki	6/24/2011	Document No. 2011 056929

ENFORCEMENT CONFIDENTIAL

Gary Development Landfill Site
List of References

8099

WARRANTY DEED

LAKE COUNTY, INDIANA
Robt. E. Richardson

THIS INDENTURE WITNESSETH that THE VULCAN DETINNING COMPANY, a New Jersey corporation and qualified as a foreign corporation to transact business in Indiana, of the County of Middlesex, State of New Jersey,

Conveys and Warrants to VULCAN MATERIALS COMPANY, a corporation organized and existing under the laws of the State of New Jersey and qualified as such to transact business in Indiana, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged and in conferring title transferred into said VULCAN MATERIALS COMPANY by Agreement of Merger filed in the office of the Secretary of State of New Jersey on December 31, 1956, the following described Real Estate in Lake County in the State of Indiana, to wit:

Government Lot No. Four (4), in Section 35, Township 37 North, Range 9 West of the 2nd P.M., (except the North 33 feet thereof conveyed to East Chicago Belt Railroad, except also 16½ feet South of and adjoining said 33 feet last described conveyed by deed made by Calumet Canal and Improvement Company to Indiana Natural Gas and Oil Company and except also that portion of premises in question dedicated for streets; also,

Key 40-152-48

DULY ENTERED
FOR TAXATION

FEB 13 1957

Arthur S. Hornick
AUDITOR LAKE COUNTY

Government Lot No. Three (3), in Section 35, Township 37 North, Range 9 West of the 2nd P.M., (except part conveyed by Anton F. Troescher and wife to Charles H. Ackert by Deeds dated August 1, 1899 and recorded October 27, 1899, in Deed Record 89, page 422 and 423 and dated April 30, 1900 and recorded May 16, 1900 in Deed Record 90, pages 127 and 128 and except the North 49½ feet), all in Lake County, Indiana.

The within conveyance is subject to the following:

1. Reservation in others of part of Lot Three (3) which lies to the East and North of the Elgin Joliet and Eastern Railway right of way as laid out and improved on June 9, 1951, in said Lot Three (3);

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BOOK 1052 PAGE 374

2. Such interest or title in a portion of said Real Estate as grantor has transferred to Elgin, Joliet and Eastern Railway Company by deed dated March 17, 1953;

3. Such interest or title in a portion of said Real Estate as grantor has conveyed to Missouri Valley Dredging Co., by deed dated December 20, 1955; and


4. Easement granted to Indiana Natural Gas and Oil Company for installation of pipe line.

And further, the grantor does convey and quit claim unto the grantees all the right, title, interest, claim and demand which the said grantor has in and to any and all other real property in the State of Indiana and without limiting the generality of the foregoing, in and to any and all real property situated in the County of Lake, in said state.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its _____ President and its corporate seal to be hereunto affixed and attested by its _____ Secretary the 28th day of December, 1956, but as of December 31, 1956.

THE VULCAN DETINNING COMPANY

ATTEST:


Edwin E. Frost
Edwin E. Frost, Secretary

By Alfred C. Buttfeld
Alfred C. Buttfeld, President

The Consideration for this deed was less than One Hundred Dollars (\$100.00).

THE VULCAN DETINNING COMPANY

STATE OF INDIANA:SSAND
LAKE COUNTY
FILED FOR RECORD

BOOK 1052 PAGE 373
1957 FEB 11 AM 9:58

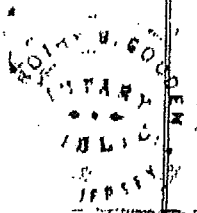
By Alfred C. Buttfeld
Alfred C. Buttfeld, President

RAY BUTZ, RECORDER

STATE OF NEW JERSEY:
: ss.:
COUNTY OF E S S E X:

I, Dorothy B. Gooden, a Notary Public in and for the county and state aforesaid, do hereby certify that Alfred C. Buttfield, personally known to me to be the President of The Vulcan Detinning Company, and Edwin E. Frost personally known to me to be the Secretary of said corporation, and personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day and severally acknowledged that as such President and Secretary, they signed said instrument and caused the corporate seal of said corporation to be affixed thereto as their free and voluntary acts and as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and that they are the officers of said corporation duly authorized to execute and acknowledge said instrument.

WITNESS my hand and seal of office this 28th day of December, 1956.



Dorothy B. Gooden
Notary Public
DOROTHY B. GOODEN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 20, 1961

WARRANTY DEED

421403

THIS INDENTURE WITNESSETH, That MISSOURI VALLEY

DREDGING COMPANY, a corporation organized and existing under the laws of the State of Nebraska and qualified to do business in the State of Indiana, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, CONVEYS AND WARRANTS to VULCAN MATERIALS COMPANY, a New Jersey corporation and qualified as a foreign corporation to transact business in Indiana, the following described real estate in Lake County, Indiana, to-wit:

A tract and parcel of real estate situated in the County of Lake, State of Indiana, described as follows, to-wit: That part of Government Lot 3, in Section 35, Township 37 North, Range 9 West of the 2nd P.M., excepting from said Government Lot 3 the part conveyed by Anton F. Troescher and wife to Charles H. Ackert, by deeds dated August 1, 1899, and recorded October 27, 1899, in Deed Record 89, pages 422 and 423, and also by deed dated April 30, 1900, and recorded May 16, 1900, in Deed Record 90, pages 127 and 128, and except the north 49 1/2 feet and also excepting therefrom that part conveyed by Vulcan Detinning Company, a New Jersey corporation to Elgin, Joliet and Eastern Railway Company by deed dated March 17, 1953, and recorded March 30, 1953; in Deed Record 935, page 287, as said deeds are recorded in the Office of the Recorder of Lake County, Indiana, which part herein conveyed is the part remaining of said Government Lot 3, less exceptions herein described, which lies easterly of the line parallel to and 182 feet east of the west line of said Government Lot 3 containing 40 acres, more or less.

This conveyance is subject to the following:

1. Taxes for the year 1961 payable in 1962 and subsequent years.
2. Railroad rights-of-way, switch and spur tracks, if any, and limitations by fences and all other established boundary lines.

3. The right-of-way of Natural Gas and Oil Company insofar as the land above conveyed may be effected.

The consideration passed hereunder is less than One Hundred (\$100) Dollars.

IN WITNESS WHEREOF the corporate grantor has caused the within conveyance to be duly executed by its proper officers and has caused its corporate seal to be hereto attached this 20th day of January, 1962.

MISSOURI VALLEY DREDGING COMPANY

By Joe G. McMaken
Its President
Joe G. McMaken

Attest:
Joseph M. McMaken
Its Secretary
Joseph M. McMaken

STATE OF INDIANA AND
LAKE COUNTY
FILED FOR RECORD
BOOK 1210 PAGE 367
1962 AUG 2 PM 2 43

STATE OF INDIANA }
COUNTY OF LAKE }

SS:

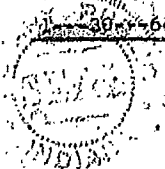
RAY BUTZ, RECORDER

Before me, a notary public in and for said county and state, this 20th day of January, 1962, came MISSOURI VALLEY DREDGING COMPANY, a Nebraska corporation, by Joe G. McMaken its President, and Joseph M. McMaken its Secretary, who as such officers and for and on behalf of the corporation acknowledged the execution as the corporate act and deed in connection with the conveyance of lands hereto attached.

WITNESS my hand and notarial seal.

May Belle Felling
Notary Public
May Belle Felling

My commission expires:



This instrument prepared by: Mr. Stryker
Stryker, Tamm & Dill
744 Broad Street
Newark 2, N. J.

K. 40-15 v-10
DULY ENTERED
FOR TAXATION
AUG 15 1962

Arthur S. Kowalski
Auditor Lake County

Indiana Gross Income Tax on Sale of Real Estate	
Paid by	<u>Missouri Valley Dredging Co</u>
Date Paid	<u>Aug 2, 1962</u>
Amount Paid	<u>\$ 100.00</u>
Treasurer's Receipt	<u>Arthur S. Kowalski</u>
	Lake County

WJ
✓
Mw 2924/337

626108

KNOW ALL MEN, That VULCAN MATERIALS COMPANY, a New Jersey corporation, herein called the "grantor," in consideration of the sum of One Dollar (\$1.00) and other valuable considerations in hand paid to the grantor, hereby grants to NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation, herein called the "grantee," and to its successors and assigns, an easement, right and authority, from time to time, to construct, erect, maintain, operate, repair, replace, renew and remove poles, and to string, install, construct, erect, maintain, operate, repair, replace, renew and remove wires, cables, conductors, guy wires, and other necessary equipment upon and between such poles, together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, for the purposes herein described, including the right of ingress and egress to and from the premises hereinafter described, over adjoining property of grantor and the right to trim, or control by herbicides, or at grantee's option, to cut down and remove from the premises hereinafter described and from the adjoining property of grantor any overhanging branches or undergrowth, or any trees of such height which may, in the sole judgment of grantee, endanger the safety of, or interfere with the use or enjoyment of, any of grantee's facilities, and to operate by means thereof one or more line or lines for the transmission, distribution and delivery of electrical energy to the public in general, to be used for light, heat, power, telephone and other related purposes, in, upon, along and over a strip of land situated in Section 35, Township 37 North, Range 9 West of the Second Principal Meridian in the County of Lake, State of Indiana, hereinafter referred to as "easement land" and described as follows:

The west 17 feet of the grantor's land lying in the Southwest Quarter (SW¹/₄) of said Section 35, said strip of land being more particularly described as follows:

The west 17 feet of the grantor's land, said strip of land being bounded on the north by the north line of grantor's property, on the west by the east line of Clina Avenue Expressway in Gary, Indiana, on the south by the Government Meander

THIS DOCUMENT WAS PREPARED BY
GORDON A. ETZLER

Pl. No. 4

line of said River, and on the east
by a line parallel to and 17 feet east of the
east line of said Union Avenue Expressway.

TO HAVE AND TO HOLD easement land to grantee and its suc-
cessors and assigns, perpetually, so long as the same shall be used for
electrical purposes. In case the same shall cease to be used for elec-
trical purposes for a continuous period of one year, easement land
shall revert to grantor, its successors and assigns.

Regardless of anything to the contrary herein, grantee shall
have no right to erect towers or metal poles on easement land without
the written consent of grantor; the right of ingress and egress over
adjoining property of grantor shall be limited to such ingress and
egress as cannot be obtained from a public right-of-way or property
of grantor and where such ingress and egress is necessary
for the purposes of grantee set out herein; and there shall be a ver-
tical clearance of at least 35 feet above grade for all electric lines,
wires and cables located on, over, along or across said land.

Grantor reserves the right to the use of easement land not
inconsistent with this grant, including without limitation the right
to grant a roadway easement across easement land for use by grantor
or by the purchaser of any real estate from grantor. Grantor may not
construct any buildings on easement land; provided, however, that
grantor's electric substation shall be placed on easement land at a
place as is agreed upon by grantor and grantee. }

Grantor hereby covenants it is the owner of a good and
sufficient marketable title to easement land.

The poles on easement land shall be located at such places
as are agreed upon by grantor and grantee.

Any damages to the crops, tile, fences, or buildings of the
grantor on easement land, or on adjoining property of grantor, done by
the grantee in the construction, erection, installation, repair, re-
placement or removal of said poles, wires, cables, conductors, guy
wires, or equipment, shall be promptly paid by the grantee. Patro-
ling said line or lines shall not constitute grounds for a claim for
crop damage.

The grantee shall and will indemnify and save the grantor harmless from and against any and all damage, injuries, losses, claims, demands or costs proximately caused by the fault, culpability, or negligence of the grantee in the construction, erection, maintenance, operation, repair or renewal of said line or lines and the structures and appurtenances connected therewith.

These presents to be binding on the successors and assigns of the grantor and the grantee.

IN WITNESS WHEREOF, Northern Indiana Public Service Company has caused this instrument to be executed by its Vice President and its corporate seal to be affixed hereto and attested by its Secretary, and Vulcan Materials Company has caused this instrument to be executed and delivered by its Vice President and its corporate seal to be hereto affixed and attested by its Assistant Secretary, all as of this 15th day of July, 1965.

NORTHERN INDIANA PUBLIC SERVICE COMPANY,
an Indiana corporation

ATTEST:

E. H. Alt
Its Secretary E. H. Alt

By

H. W. Schaeffer
H. W. Schaeffer Vice President

VULCAN MATERIALS COMPANY,
a New Jersey corporation

ATTEST:

J. D. Gruenen
J. D. Gruenen

By

E. B. England
E. B. England

STATE OF INDIANA) SS:
COUNTY OF LAKE

BE IT REMEMBERED that on this 16th day of July, 1965, before me, a Notary Public in and for the county and state aforesaid, personally appeared R. H. Schaffer and R. M. Alt, as Vice President and Secretary, respectively, of NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation, and each acknowledged the execution of the above and foregoing instrument in behalf of said corporation as the voluntary act and deed of said corporation and of said officials for said corporation, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first above written.

Mildred Mikulas
Mildred Mikulas Notary Public

My Commission expires:

May 27, 1968

STATE OF ALABAMA) SS:
COUNTY OF JEFFERSON

BE IT REMEMBERED that on this 25th day of June, 1965, before me, a Notary Public in and for the county and state aforesaid, personally appeared W. B. England, Jr. and W. B. England, Jr., as President and Vice President, respectively, of VEECAN MATERIALS COMPANY, a New Jersey corporation, and each acknowledged the execution of the above and foregoing instrument in behalf of said corporation as the voluntary act and deed of said corporation and of said officials for said corporation, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first above written.

W. B. England, Jr.
Notary Public

My Commission expires:

June 4, 1967

STATE OF INDIANA / SS. NO.
COUNTY OF /
FILED /

JUN 16 1965
JOSEPH E. KEN RECORDER

Pol 245487 LD

Hodges, Davis, Gruenberg & Draper, Attys
607 Bway-Gary, Indiana

LAKE COUNTY TITLE COMPANY
DIVISION OF CHICAGO TITLE INSURANCE COMPANY

019 PAGE 278

Rev. 29923

019 PAGE 278

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

771341

OCT 24 1 18 PM '68

ANDREW J. HIGENKO
RECORDER

EASEMENT

THIS INDENTURE WITNESSETH, that VULCAN MATERIALS COMPANY, a New Jersey corporation duly authorized to transact business in the State of Indiana, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, hereby CONVEYS AND WARRANTS unto

NO INDIANA
GROSS
INCOME
TAX DUE

Rock Road Construction Co., a Delaware Corporation
5915 Rogers Avenue
Chicago, Illinois 60646

and

Ryan Incorporated of Wisconsin, a Wisconsin Corporation
Post Office Box 206
Janesville, Wisconsin 53545

their tenants, successors and assigns, an easement and right-of-way over, upon and across Grantor's land in Government Lot 4 which abuts the West line of that portion of said Government Lot 4 which is conveyed to Grantees by Warranty Deed from Grantor of even date herewith, which easement and right-of-way is described as follows:

FILED

OCT 23 1968

Bartley J. L. L.
AUDITOR LAKE COUNTY

A part of Government Lot 4 in the West 1/2 of the Southwest Quarter of Section 35, Township 37 North, Range 9 West of the 2nd Principal Meridian, in Gary, Lake County, Indiana, described as follows: Beginning at a point in a line that is parallel to and 884.62 feet East of the West line of said Section 35, measured on a line parallel to the North line of said Southwest Quarter, said point of beginning being 1422.32 feet South of the North line of said Southwest Quarter of said Section 35, measured along said 884.62 foot parallel line; thence, continuing South 0 degrees 38 minutes East, on said 884.62 foot parallel line, a distance of 33.82 feet; thence North 75 degrees West 647.08 feet more or less to the East right-of-way line of new Cline Avenue, Indiana State Road 912; thence North 1 degree 10 minutes West a distance of 33.88 feet; thence South 78 degrees East a distance of 647.38 feet more or less to the point of beginning;

which strip of land is herein called "Easement Land," for the following purposes, to-wit:

(a) For ingress and egress at all times, including that of pedestrians, motor vehicles, trucks and truck trailers, cranes, bulldozers, earth moving equipment and other vehicles, not, however, including railroad trains, engines, cars, tracks or equipment.

1061

(b) The use of any streets, roads, alleys or other passageways now or hereafter located on the Easement Land.

(c) The location, construction, maintenance, repair and replacement and use of an improved roadway or street thereon.

1. The easement herein granted is subject to the following:

- (a) Easements, if any, for established ditches and/or drains.
- (b) An easement from Vulcan Materials Company to Northern Indiana Public Service Company, an Indiana corporation, dated the 15th day of July, 1965, and recorded in the office of the Recorder of Lake County, Indiana, on the 24th day of July, 1965, in book 924, page 337, which affects approximately the west 17 feet of the Easement Land.
- (c) The right of Grantor to keep, construct, maintain, repair and replace a storm sewer running in a Northerly and Southerly direction, the center line of said sewer being located approximately 225 East of the West line of the above described Easement Land.

2. In the event that land taken by the State of Indiana, State Highway Commission, for the improvement of Cline Avenue, Indiana State Road 912, by condemnation, or land deeded by Vulcan Materials Company to the State of Indiana in lieu of such condemnation, encroaches upon the Easement Land, then and in such event the Easement Land shall be reduced by the amount of such encroachment, and such encroachment shall not be deemed a violation of any provision or warranty herein by Grantor, and shall not be the basis of any damages on the part of Grantees. In the event that there is such an encroachment, Grantees shall upon the request of Grantor, or the State Highway Department, or the State of Indiana, quit-claim the land constituting such encroachment or release this easement as to such land. In the event that such land taken by or deeded to the State of Indiana for Cline Avenue does not abut the westerly edge of the Easement Land, then and in that event the Easement Land shall be extended in a straight line to the West until it does so abut, and such additional land shall be considered as part of the Easement Land described herein.

3. Grantor reserves the use of said Easement Land, not inconsistent with the grant of this easement, including the use of the improved roadway located thereon.

4. Grantees, by their acceptance hereof, jointly, and separately and severally, agree to indemnify and save harmless Grantor from any and all damages to persons or property occasioned by the use of Grantees, or either of them, of the Easement Land, and further agree to obtain and pay for and keep in full force and effect at all times public liability and property damage insurance, insuring Grantor, its successors and assigns in the amounts of \$100,000 for injury to one person and \$300,000 for injuries as a result of one occurrence, and \$50,000 for property damage. Grantees shall, within

10 days from the execution and delivery of this instrument and thereafter 10 days prior to the termination or expiration of any such insurance or policies, deliver a certificate of such new insurance including a provision that such insurance may not be cancelled without 30 days' notice in writing from the insurer to Grantor. Failure on the part of the Grantees to obtain and keep the insurance provided for herein in full force and effect and to secure a certificate within 10 days from the receipt by Grantees of a notice in writing from the Grantor that there is no such insurance certificate on hand, shall give Grantor herein the right of paying for and obtaining such insurance. In the event that Grantor does pay for such insurance, the cost thereof shall be repaid by Grantees within 30 days after receiving from Grantor an additional notice that such premium or insurance has been paid by Grantor. Both of such notices shall be given as provided in paragraph 13 hereof.

5. Grantor and Grantees herein agree that the Grantor, its successors and assigns, may from time to time hereafter change the location of the easement and Easement Land by the creation of a new easement over land of Grantor of equal width and by Grantor providing thereon, at its cost, a roadway comparable to any roadway then in existence on the Easement Land and with provisions otherwise the same as are provided herein. Upon the execution and delivery of such a new easement, and the improvement thereof, this easement shall then terminate.

6. In the event the Government of the United States or any department or division thereof, or the State of Indiana, or any department or division thereof, or any other body having power of eminent domain should condemn the Easement Land, or any part thereof, or any interest therein, for the improvement of the Grand Calumet River, or if all or a part of said Easement Land, or any interest therein, should be conveyed in lieu of such condemnation, and if such taking or grant should encroach upon or deprive Grantees of their means of ingress and egress to their premises, then in such event, Grantor shall create a new easement over its land of equal width to the Easement Land, at a location to be determined by Grantor and for a consideration from Grantees agreed upon by Grantor and Grantees or determined by arbitration. Upon the execution and delivery of such a new easement, this easement shall then terminate.

7. In the event that permanent ingress and egress is otherwise available to or from any other public road, highway, street or way to the land deeded to Grantees by Grantor concurrently herewith, then this easement shall terminate.

8. In the event that the location of the easement and the Easement Land is changed, as provided in paragraph 5 hereof, or in the event that ingress and egress is available over a public road, highway, street or way, as provided in paragraph 7 hereof, Grantees shall have the right to use the Easement Land until the new easement land or the public road, highway, street or way is improved as herein required.

9. Grantees shall not suffer any mechanic's lien or other lien to attach to or be against or upon the easement land which shall, or which might, be superior to the rights of Grantor. Within ninety (90) days after Grantor shall give notice in writing that any such lien exists and make demand for its removal, Grantees, at their own expense, shall take and then diligently pursue all measures reasonably required to remove, said lien, including, if necessary, any reasonable litigation, carried on in good faith, testing the merits or amount of any such lien claimed. If Grantees fail to do so, Grantor may proceed to take whatever action is reasonably required and pay such money as may be necessary to remove such lien. In the event that Grantor makes any such pay-

ment, Grantees shall reimburse Grantor within 30 days after receiving from Grantor an additional notice that Grantor has paid. Both of such notices shall be given as provided in paragraph 13 hereof.

10. In the event that this easement is terminated by relocation as provided in paragraph 5, or as provided in paragraph 6, Grantor may effect such termination by executing a document entitled "Termination of Easement" which describes the Easement Land as described herein or in a subsequent and substitute easement and states that such easement is terminated, and recording such Termination of Easement in the office of the Recorder of Lake County, Indiana. Grantee shall execute a release of easement, quit-claim deed or such other instrument or document verifying the termination of easement as may be requested by Grantor.

11. Any payments made by Grantor under the provisions of this Easement, to be repaid by Grantees, shall be with interest at 8% per annum from date of Grantor's payment. The original Grantees, named herein, shall not be relieved from their agreements to pay by any transfer or assignment of this easement.

12. Grantees shall pay and discharge all costs and expenses which shall be incurred by Grantor by reason of a default or a failure on the part of Grantees to comply with the provisions hereof. All moneys payable hereunder shall be without relief from valuation and appraisal laws of the State of Indiana and with a reasonable attorney fee for the collection thereof.

13. Notices and statements may be served upon Grantees by registered or certified mail addressed and mailed to:

ROCK ROAD CONSTRUCTION CO.
5915 Rogers Avenue
Chicago, Illinois 60646

and

RYAN INCORPORATED OF WISCONSIN
Post Office Box 206
Janesville, Wisconsin 53545

14. The failure on the part of Grantor to declare a default or to take such other action as provided upon a default or failure by Grantee to comply with the terms hereof, shall not constitute a waiver of Grantor's right to take such action upon a later default or failure.

15. The agreements, duties, obligations and liabilities of Grantees herein shall be binding upon Grantees, both jointly and separately and severally, their successors and assigns.

16. Grantor certifies under oath that there is no Indiana Gross Income Tax due or payable in respect to the transfer made by this instrument.

17. The words "Grantor" and "Grantees" as used herein shall include Grantor and each Grantee and their successors and assigns, and the covenants, agreements, terms, provisions and conditions herein set forth shall be binding upon and inure to the benefit of the Grantor and Grantees and their respective successors and assigns.

IN WITNESS WHEREOF, VULCAN MATERIALS COMPANY has caused this instrument to be executed by H. J. Shaw, its President, and attested by and its corporate seal affixed by J. J. Harrison, its Secretary, on this 1st day of October, 1968, all as duly authorized and directed by the Board of Directors of said corporation.

VULCAN MATERIALS COMPANY

Seal
OK By H. J. Shaw
President

ATTESTED:

J. J. Harrison
Its Secretary

STATE OF ALABAMA)
) SS:
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for the County and State afore-said, DO HEREBY CERTIFY that the above named H. J. Shaw President and J. J. Harrison Secretary of VULCAN MATERIALS COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such H. J. Shaw President and J. J. Harrison Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and both of said officers swear that there is no Indiana Gross Income Tax due or payable in respect to the transfer made by said instrument; and the said J. J. Harrison Secretary then and there acknowledged that said J. J. Harrison Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said J. J. Harrison Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of October, 1968.

Seal
Richard T. Hovel
Notary Public.

MY COMMISSION EXPIRES:

Jan. 4, 1969

This instrument prepared by : Thomas M. Hodges, Attorney at Law,
607 Broadway, Gary, Ind. 46402

Pol. 245487 ID

Hodges, Davis, Gruenberg & Draper, Attys
607 Bway-Gary, Indiana

Inv. 29923

LAKE COUNTY TITLE COMPANY
DIVISION OF CHICAGO TITLE INSURANCE COMPANY

EX-1019 INC 283

771342

ACCEPTANCE OF EASEMENT

IN CONSIDERATION of the execution and delivery of the foregoing easement and of the considerations supporting said easement, ROCK ROAD CONSTRUCTION CO., a Delaware corporation, and RYAN INCORPORATED OF WISCONSIN, a Wisconsin corporation, jointly and separately and severally hereby agree as follows:

1. To accept the above and foregoing easement on the conditions, limitations and restrictions contained in said easement.
2. To perform any and all acts required of it under the provisions of said easement.
3. To perform and abide by all of the covenants and agreements contained in the aforesaid easement.

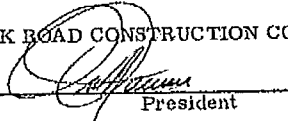
IN WITNESS WHEREOF, ROCK ROAD CONSTRUCTION CO. and RYAN INCORPORATED OF WISCONSIN have caused this instrument to, be executed and delivered by their respective President, or Vice-President, and attested by and their corporate seals affixed by their Secretary or Assistant Secretary, on this the 20th day of September, 1968, all as duly authorized and directed by the Board of Directors of each of said corporations.

Attest:

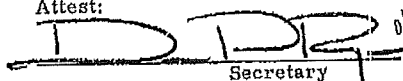

Secretary

ROCK ROAD CONSTRUCTION CO.

BY


President

Attest:


Secretary

RYAN INCORPORATED OF WISCONSIN

BY


President

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, a Notary Public, in and for said county and state, personally appeared the above named William M. Nanini personally known to me to be the President of Rock Road Construction Co., which is a Delaware corporation, and acknowledged the execution of the above Acceptance of Easement on behalf of the said corporation, and also appeared Richard L. Nanni personally known to me to be the Secretary of Rock Road Construction Co., and acknowledged that he attested the execution of the above Acceptance of Easement by the President and on behalf of Rock Road Construction Co., and that he also affixed the seal of said corporation thereto, both of said persons performing said acts pursuant to the authority of the Board of

EX-1019 PAGE 283

Directors of said corporation and as the free and voluntary act and deed of said persons and of said corporation.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal, this 20th day of September, 1968.

[Signature]
Notary Public

My Commission Expires:

FEB 15, 1971

STATE OF Wisconsin)
COUNTY OF Rock) SS:

Before me, a Notary Public, in and for said county and state, personally appeared the above named William D. Ryan personally known to me to be the President of Ryan Incorporated of Wisconsin, which is a Wisconsin corporation, and acknowledged the execution of the above Acceptance of Easement on behalf of said corporation, and also appeared Ronald T. Ryan, personally known to me to be the Secretary of Ryan Incorporated of Wisconsin, and acknowledged that he attested the execution of the above Acceptance of Easement by the President and on behalf of Ryan Incorporated of Wisconsin, and that he also affixed the seal of said corporation thereto, both of said persons performing said acts pursuant to the authority of the Board of Directors of said corporation and as the free and voluntary act and deed of said persons and of said corporation.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal, this 20th day of September, 1968.

[Signature]
Notary Public

My Commission Expires:

August 16, 1970

STATE OF INDIANA S NO
LAKE COUNTY
FILED FOR RECORD

OCT 24 1 18 PM '68

ANDREW J. KICENKO
RECORDER

Pol 245487 LD

Hodges, Davis, Gruenberg, Draper
607 Bway-Gary, Indiana

hw. 27923

LAKE COUNTY TITLE COMPANY
DIVISION OF CHICAGO TITLE INSURANCE COMPANY

771340

WARRANTY DEED

THIS INDENTURE WITNESSETH, that VULCAN MATERIALS COMPANY, which is a New Jersey corporation, Grantor, CONVEYS AND WARRANTS TO

NO INDIANA
GROSS INCOME TAX
DUE

ROCK ROAD CONSTRUCTION CO.,
a Delaware Corporation
5915 Rogers Avenue
Chicago, Illinois 60646

STATE OF INDIANA & CO
LAKE COUNTY
FILED FOR RECORD

OCT 24 1 18 PM '68

ANDREW J. MICENKO
RECORDER

DULY ENTERED
FOR TAXATION

Reg 40-152-1, 8 & 12
OCT 23 1968

and
RYAN INCORPORATED OF WISCONSIN,
a Wisconsin Corporation
Post Office Box 206
Janesville, Wisconsin 53545,

ALLEN L. LAKE COUNTY

Grantees, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the following described Real Estate in Gary, Lake County, State of Indiana, to-wit:

Parcel 1

That part of Government Lot Four (4) which is the West half of the Southwest quarter of Section 35, lying North of the Grand Calumet River in Township 37 North, Range 9 West of the 2nd Principal Meridian, in the City of Gary, Calumet Township, Lake County, Indiana, more particularly described as beginning at a point in a line that is parallel to and 100 feet South of the North line of said Section 35, measured at right angles thereto, said point of beginning being 994.62 feet East of the West line of said Southwest quarter measured along said 100 foot parallel line; thence continuing Eastward on said 100 foot parallel line 343 feet, more or less to the East line of Government Lot 4; thence South on said East line of Government Lot 4, 1583 feet more or less to the North bank of Grand Calumet River; thence Northwestward along the North bank of the Grand Calumet River to a line that is parallel to and 884.62 feet East of the West line of said Southwest quarter measured parallel to the North line of said Southwest quarter; thence North on said 884.62 foot parallel line 1250 feet more or less to a point that is 301 feet South of the North line of said Southwest quarter measured on a line parallel to the West line of said Southwest quarter; thence Northeasterly on a straight line 226.60 feet to the point of beginning, and containing 15.777 acres. 40-152-12

Parcel 2

All that part of Government Lot Three (3) in Section 35, Township 37 North, Range 9 West of the 2nd P.M., in the City of Gary, Lake County, Indiana, bounded as follows: on the West by the West line of said Government Lot 3; on the North by a line 100 feet South of and parallel to the North line of the Southwest quarter of said Section, on the Easterly side by the Westerly and Southwesterly line of the Elgin, Joliet and Eastern Railway Company's Right-of-Way, as now located, and on the Southerly side by the 40-152-18

- 1 -
BOOK 1392 PAGE 49

1052

Northerly bank of the Grand Calumet River,

subject to the following conditions, limitations and encumbrances:

A. Real Estate taxes for 1966, payable in 1967 and thereafter, which taxes Grantees, by their acceptance hereof, jointly and separately and severally assume and agree to pay.

B. Rights of the public and the State of Indiana in and to that part of the premises covered by the waters of the Grand Calumet River.

C. Easements, if any, for established ditches and/or drains.

IN WITNESS WHEREOF, VULCAN MATERIALS COMPANY has caused this instrument to be executed by W. J. Shurt, its President, and attested by and its corporate seal affixed by John J. J. J., its Secretary, on this, the 1st day of October, 1968, all as duly authorized and directed by the Board of Directors of said corporation.

VULCAN MATERIALS COMPANY

ATTESTED BY:

OK
BY:

STATE OF ALABAMA)

) SS:

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named W. J. Shurt President and John J. J. J. Secretary of VULCAN MATERIALS COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such W. J. Shurt President and John J. J. J. Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said John J. J. J. Secretary then and there acknowledged that said John J. J. J. Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of October, 1968.

Notary Public

MY COMMISSION EXPIRES:

Jan. 4, 1969

This instrument prepared by: Thomas M. Hodges, 607 Broadway, Gary, Ind. 46402

589036 ID Hopkins and Sutter, Attys
One First National Plaza #5200
Chicago, Illinois 60603

1551-73-4-5

CHICAGO DIST. INDIANAPOLIS, INDIANA
INDIANA DIVISION

617496

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that Ryan Incorporated of Wisconsin,
a corporation duly authorized to do business in the State of
Indiana, Grantor, does hereby bargain, sell, convey, release and
QUITCLAIM unto:

WILLIAM J. RYAN, DONALD P. RYAN and
THOMAS M. RYAN, d/b/a RYAN BROTHERS
COMPANY, a Wisconsin General Part-
nership
of Janesville, Wisconsin

**DULY ENTERED
FOR TAXATION**

FEB 6 - 1981

John B. Pines
ADMINISTRATOR LAKE COUNTY

Grantee, its successors and assigns, for and in consideration
of Ten Dollars (\$10.00) and other good and valuable considerations,
the receipt of which is hereby acknowledged, all of the Grantor's
right, title and interest in and to the following described
real estate in Gary, Lake County, State of Indiana, to wit:

40-152-12

Parcel 1

That part of Government Lot Four (4) which is the
half of the Southwest quarter of Section 35, lying North of
the Grand Calumet River in Township 37 North, Range 9,
of the 2nd Principal Meridian, in the City of Gary, Calumet
Township, Lake County, Indiana, more particularly described
as beginning at a point in a line that is parallel to and
100 feet South of the North line of said Section 35, measured
at right angles thereto, said point of beginning being 994.62
feet East of the West line of said Southwest quarter measured
along said 100 foot parallel line; thence continuing Eastward
on said 100 foot parallel line 343 feet, more or less to the
East line of Government Lot 4; thence south on said East line
of Government Lot 4, 1553 feet more or less to the North bank
of Grand Calumet River; thence Northwestward along the North
Bank of the Grand Calumet River to a line that is parallel
to and 884.62 feet East of the West line of said Southwest
quarter measured parallel to the North line of said Southwest
quarter; thence North on said 884.62 foot parallel line 1250
feet more or less to a point that is 301 feet South of the
North line of said Southwest quarter measured on a line
parallel to the West line of said Southwest quarter; thence
Northeasterly on a straight line 226.60 feet to the point of
beginning, and containing 15.777 acres.

40-152-8+10

Parcel 2

All that part of Government Lot Three (3) in Section 35,
Township 37 North, Range 9, West of the 2nd P.M., in the City
of Gary, Lake County, Indiana, bounded as follows: on the
West by the West line of said Government Lot 3; on the North

by a line 100 feet South of and parallel to the North line of the Southwest quarter of said Section, on the Easterly side by the Westerly and Southwesterly line of the Elgin, Joliet and Eastern Railway Company's Right-of-Way, as now located, and on the Southerly side by the Northerly bank of the Grand Calumet River.

EASEMENT

An easement of right-of-way over, upon and across the following described real estate:

46-151-12
FILED
FEB 6 - 1981
James D. Ryan
AUDITOR LAKE COUNTY

A part of Government Lot 4 in the West 1/2 of the Southwest Quarter of Section 35, Township 37 North, Range 9, West of the 2nd Principal Meridian, in Gary, Lake County, Indiana, described as follows: Beginning at a point in a line that is parallel to and 884.62 feet East of the West line of said Section 35, measured on a line parallel to the North line of said Southwest Quarter, said point of beginning being 1422.32 feet South of the North line of said Southwest Quarter of said Section 35, measured along said 884.62 foot parallel line; thence, continuing South 0 degrees 38 minutes East, on said 884.62 foot parallel line, a distance of 33.82 feet; thence North 78 degrees West 647.08 feet more or less to the East right-of-way line of new Cline Avenue, Indiana State Road 912; thence North 1 degree 10 minutes West a distance of 33.88 feet; thence South 78 degrees East a distance of 647.38 feet more or less to the point of beginning; as said Easement is described in the grant thereof dated October 1, 1968, recorded as Documents numbered 771341 and 771342, in Book 1019 at pages 278-84 with the Lake County Indiana Recorder, October 24, 1968.

IN WITNESS WHEREOF, RYAN INCORPORATED OF WISCONSIN, a Wisconsin corporation, has caused this instrument to be executed by William J. Ryan, its President, and Donald P. Ryan, its Secretary, on this 22nd day of August, 1973, at Janesville, Wisconsin.

RYAN INCORPORATED OF WISCONSIN
a Wisconsin corporation

By W. J. Ryan President

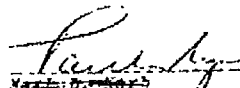
Attest D. P. Ryan Secretary

CORPORATE SEAL

STATE OF WISCONSIN)
) SS.
COUNTY OF ROCK)

I, the undersigned, a Notary Public in and for the County and State aforesaid DO HEREBY CERTIFY that the above named President and Secretary of Ryan Incorporated of Wisconsin, a Wisconsin corporation, the Grantor, personally known to me to be the President and Secretary of said corporation and known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of August, 1973.


Notary Public, Rock County, Wisconsin
My commission is permanent.

Mail to: William C. Childs, Esq.
Hopkins & Sutter
One First National Plaza, #5200
Chicago, Illinois 60603

This instrument prepared by Mark L. Korb, Campbell, Brennan, Steil & Ryan, S.C., One East Milwaukee Street, Janesville, Wisconsin, 53545.

1551-73-4-5

617-197

FL 86 - 1981

John G. Jones
AUDITOR LAKE COUNTY

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that William J. Ryan, Thomas M. Ryan and Donald P. Ryan, co-partners d/b/a RYAN BROTHERS COMPANY, a Wisconsin general partnership, Grantor, does hereby bargain, sell, convey, release and QUITCLAIM unto:

ROCK ROAD CONSTRUCTION CO.
A Delaware Corporation
125 West Armstrong Road
Des Plaines, Illinois 60018

Grantee, its successors and assigns, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, all of the Grantor's right, title and interest in and to the following described real estate in Gary, Lake County, State of Indiana, to wit:

Parceli i

40-153-12

That part of Government Lot Four (4) which is the West half of the Southwest quarter of Section 35, lying North of the Grand Calumet River in Township 37 North, Range 9, West of the 2nd Principal Meridian, in the City of Gary, Calumet Township, Lake County, Indiana, more particularly described as beginning at a point in a line that is parallel to and 100 feet South of the North line of said Section 35, measured at right angles thereto, said point of beginning being 994.62 feet East of the West line of said Southwest quarter measured along said 100 foot parallel line; thence continuing Eastward on said 100 foot parallel line 343 feet, more or less to the East line of Government Lot 4; thence south on said East line of Government Lot 4, 1563 feet more or less to the North bank of Grand Calumet River; thence Northwestward along the North Bank of the Grand Calumet River to a line that is parallel to and 884.62 feet East of the West line of said Southwest quarter measured parallel to the North line of said Southwest quarter; thence North on said 884.62 foot parallel line 1250 feet more or less to a point that is 301 feet South of the North line of said Southwest quarter measured on a line parallel to the West line of said Southwest quarter; thence Northeasterly on a straight line 226.60 feet to the point of beginning, and containing 15.777 acres.

Parcel 2

44-152-84A

All that part of Government Lot Three (3) in Section 35, Township 37 North, Range 9, West of the 2nd P.M., in the City of Gary, Lake County, Indiana, bounded as follows: on the West by the West line of said Government Lot 3; on the North

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by a line 100 feet South of and parallel to the North line of the Southwest quarter of said Section, on the Easterly side by the Westerly and Southwesterly line of the Elgin, Joliet and Eastern Railway Company's Right-of-Way, as now located, and on the Southerly side by the Northerly bank of the Grand Calumet River.

EASEMENT

An easement of right-of-way over, upon and across the following described real estate:

140-152-12
A part of Government Lot 4 in the West 1/2 of the Southwest Quarter of Section 35, Township 37 North, Range 9, West of the 2nd Principal Meridian, in Gary, Lake County, Indiana, described as follows: Beginning at a point in a line that is parallel to and 884.62 feet East of the West line of said Section 35, measured on a line parallel to the North line of said Southwest Quarter, said point of beginning being 1422.32 feet South of the North line of said Southwest Quarter of said Section 35, measured along said 884.62 foot parallel line; thence, continuing South 0 degrees 38 minutes East, on said 884.62 foot parallel line, a distance of 33.82 feet; thence North 78 degrees West 647.08 feet more or less to the East right-of-way line of new Cline Avenue, Indiana State Road 912; thence North 1 degree 10 minutes West a distance of 33.88 feet; thence South 78 degrees East a distance of 647.38 feet more or less to the point of beginning; as said Easement is described in the grant thereof dated October 1, 1968, recorded as Documents numbered 771341 and 771342, in Book 1019 at pages 278-84 with the Lake County Indiana Recorder, October 24, 1968.

FILED

FEB 6 - 1981

James O. Smith
ADDITION LAKES COUNTY

IN WITNESS WHEREOF, RYAN BROTHERS COMPANY, Wisconsin partnership, has caused this instrument to be executed by James O. Smith, general partner, on this 22 day of August, 1973.

RYAN BROTHERS COMPANY
A Wisconsin General Partnership

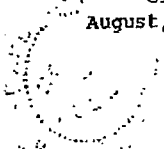
By James O. Smith
A General Partner

178A

STATE OF WISCONSIN)
) SS.
COUNTY OF ROCK)

I, the undersigned, a Notary Public in and for the County
and State aforesaid DO HEREBY CERTIFY that the above named John J. Ryan
a general partner of Ryan Brothers Company, a Wisconsin general
partnership, the Grantor, personally known to me to be a general
partner of said partnership and known to me to be the same person
whose name is subscribed to the foregoing instrument as such
general partner, appeared before me this day in person and
acknowledged that he signed and delivered said instrument as his
own free and voluntary act and as the free and voluntary act of
said partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of
August, 1973.


[Signature]
Notary Public

My Commission Expires: is permanent

MAIL TO:
This instrument prepared by William C. Childs, Hopkins, Sutter,
Owen, Hulroy & Davis, One First National Plaza, Chicago, Illinois
60670

WILLIAM C. CHILDS
82nd Floor, One First National Plaza
Chicago, Illinois 60603

QUITCLAIM DEED

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

616376

THIS INDENTURE WITNESSETH, that ROCK ROAD CONSTRUCTION CO., a Delaware Corporation, Grantor, does hereby bargain, sell, convey, release and QUITCLAIM unto:

GARY DEVELOPMENT CO., INC.,
An Indiana corporation,
479 N. Cline Avenue
Gary, Indiana 46406

DULY ENTERED
FOR TAXATION

JAN 27 1981

Grantee, its successors and assigns, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, all of the Grantor's right, title and interest in and to the following described real estate and easement in Gary, Lake County, State of Indiana, to wit:

Parcel 1

That part of Government Lot Four (4) which is the West half of the Southwest quarter of Section 35, lying North of the Grand Calumet River in Township 37 North, Range 9, West of the 2nd Principal Meridian, in the City of Gary, Calumet Township, Lake County, Indiana, more particularly described as beginning at a point in a line that is parallel to and 100 feet South of the North line of said Section 35, measured at right angles thereto, said point of beginning being 994.62 feet East of the West line of said Southwest quarter measured along said 100 foot parallel line; thence continuing Eastward on said 100 foot parallel line 343 feet, more or less to the East line of Government Lot 4; thence south on said East line of Government Lot 4, 1563 feet more or less to the North bank of Grand Calumet River; thence Northwestward along the North Bank of the Grand Calumet River to a line that is parallel to and 884.62 feet East of the West line of said Southwest quarter measured parallel to the North line of said Southwest quarter; thence North on said 884.62 foot parallel line 1250 feet more or less to a point that is 301 feet South of the North line of said Southwest quarter measured on a line parallel to the West line of said Southwest quarter; thence Northeasterly on a straight line 226.60 feet to the point of beginning, and containing 15.777 acres, more or less;

Parcel 2

All that part of Government Lot Three (3) in Section 35, Township 37 North, Range 9, West of the 2nd P.M., in the City of Gary, Lake County, Indiana, bounded as follows: on the West by the West line of said Government Lot 3; on the North by a line 100 feet South of and parallel to the North line of the Southwest quarter of said Section, on the Easterly side by the Westerly and Southwesterly line of the Elgin, Joliet and Eastern Railway Company's Right-of-Way, as now located, and on the Southerly side by the Northerly bank of the Grand Calumet River, and containing 46.144 acres, more or less.

885

EASEMENT

An easement of right-of-way over, upon and across the following described real estate:

A part of Government Lot 4 in the West 1/2 of the Southwest Quarter of Section 35, Township 37 North, Range 9, West of the 2nd Principal Meridian, in Gary, Lake County, Indiana, described as follows: Beginning at a point in a line that is parallel to and 884.62 feet East of the West line of said Section 35, measured on a line parallel to the North line of said Southwest Quarter, said point of beginning being 1422.32 feet South of the North line of said Southwest Quarter of said Section 35, measured along said 884.62 foot parallel line; thence, continuing South 0 degrees 38 minutes East, on said 884.62 foot parallel line, a distance of 33.82 feet; thence North 78 degrees West 647.08 feet more or less to the East right-of-way line of new Cline Avenue, Indiana State Road 912; thence North 1 degree 10 minutes West a distance of 33.88 feet; thence South 78 degrees East a distance of 647.38 feet more or less to the point of beginning; as said Easement is described in the grant thereof dated October 1, 1968, recorded as Documents numbered 771341 and 771342, in Book 1019 at pages 278-84 with the Lake County Indiana Recorder, October 24, 1968.

No Gross Tax due by reason of this conveyance.

IN WITNESS WHEREOF, ROCK ROAD CONSTRUCTION CO., a Delaware corporation has caused this instrument to be executed by its President and attested and its corporate seal affixed hereto by its Secretary, each thereunto duly authorized, this 1st day of January, 1981.

ATTEST:

[Signature]
Secretary

[Corporate Seal]

ROCK ROAD CONSTRUCTION CO.,
A Delaware corporation,

By [Signature]
President

STATE OF ARIZONA)
) SS.
COUNTY OF PIMA)

I, the undersigned, a Notary Public in and for the County and State aforesaid DO HEREBY CERTIFY that WILLIAM M. NININI the above named President and HENRY LEYVA, the above named Secretary of Rock Road Construction Co., a Delaware corporation, the Grantor, personally known to me to be President and the Secretary of said corporation and known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12th day
of JANUARY, 1981.

James S. Williams
Notary Public

My Commission Expires: My Commission Expires 01/15/1982

This instrument prepared by William C. Childs, Hopkins &
Sutter, One First National Plaza, Chicago, Illinois 60603

389336 10
JAN 20 9 05 AM '82
RECORDED
WILLIAM BELSKY JR
CHICAGO, IL 60603

CHICAGO, ILL. 60603
521 P. FLOOR
THE FIRST NATIONAL BANK
CORPORATE
ROBERTA J. JONES, PRES.
MC. WILLIAM C. CHILDS
CHICAGO, ILL. 60603

3
656837

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that ROCK ROAD CONSTRUCTION CO., a Delaware Corporation, Grantor, does hereby bargain, sell, convey, release and QUITCLAIM unto:

GARY DEVELOPMENT CO., INC.,
An Indiana corporation,
479 N. Cline Avenue
Gary, Indiana 46406

Grantee, its successors and assigns, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged all of the Grantor's right, title and interest in and to the following described real estate and easement in Gary, Lake County, State of Indiana, to wit:

Parcel 1

That part of Government Lot Four (4) which is the West half of the Southwest quarter of Section 35, lying North of the Grand Calumet River in Township 37 North, Range 9, West of the 2nd Principal Meridian, in the City of Gary, Calumet Township, Lake County, Indiana, more particularly described as beginning at a point in a line that is parallel to and 100 feet South of the North line of said Section 35, measured at right angles thereto, said point of beginning being 994.62 feet East of the West line of said Southwest quarter measured along said 100 foot parallel line; thence continuing Eastward on said 100 foot parallel line 343 feet, more or less to the East line of Government Lot 4; thence south on said East line of Government Lot 4, 1563 feet more or less to the North bank of Grand Calumet River; thence Northwestward along the North Bank of the Grand Calumet River to a line that is parallel to and 884.62 feet East of the West line of said Southwest quarter measured parallel to the North line of said Southwest quarter; thence North on said 884.62 foot parallel line 1250 feet more or less to a point that is 301 feet South of the North line of said Southwest quarter measured on a line parallel to the West line of said Southwest quarter; thence Northeasterly on a straight line 226.60 feet to the point of beginning, and containing 15.777 acres, more or less;

Parcel 2

All that part of Government Lot Three (3) in Section 35, Township 37 North, Range 9, West of the 2nd P.M., in the City of Gary, Lake County, Indiana, bounded as follows: on the West by the West line of said Government Lot 3; on the North by a line 100 feet South of and parallel to the North line of the Southwest quarter of said Section, on the Easterly side by the Westerly and Southwesterly line of the Elgin, Joliet and Eastern Railway Company's Right-of-Way, as now located, and on the Southerly side by the Northerly bank of the Grand Calumet River, and containing 46.144 acres, more or less.

DULY ENTERED
FOR TAXATION

JAN 19 1982

John O. Jones
ADMINISTRATOR LANE COUNTY

483

E A S E M E N T

An easement of right-of-way over, upon and across the following described real estate:

A part of Government Lot 4 in the West 1/2 of the Southwest Quarter of Section 35, Township 37 North, Range 9, West of the 2nd Principal Meridian, in Gary, Lake County, Indiana, described as follows: Beginning at a point in a line that is parallel to and 884.62 feet East of the West line of said Section 35, measured on a line parallel to the North line of said Southwest Quarter, said point of beginning being 1422.32 feet South of the North line of said Southwest Quarter of said Section 35, measured along said 884.62 foot parallel line; thence, continuing South 0 degrees 38 minutes East, on said 884.62 foot parallel line, a distance of 33.82 feet; thence North 78 degrees West 647.08 feet more or less to the East right-of-way line of new Cline Avenue, Indiana State Road 912; thence North 1 degree 10 minutes West a distance of 33.88 feet; thence South 78 degrees East a distance of 647.38 feet more or less to the point of beginning; as said Easement is described in the grant thereof dated October 1, 1968, recorded as Documents numbered 771341 and 771342, in Book 1019 at pages 276-84 with the Lake County Indiana Recorder, October 24, 1968.

No Gross Tax due by reason of this conveyance.

IN WITNESS WHEREOF, ROCK ROAD CONSTRUCTION CO., a Delaware corporation has caused this instrument to be executed by its President and attested and its corporate seal affixed hereto by its Secretary, each thereunto duly authorized, this 22nd day of July, 1981.

ATTEST:

[Signature]
Secretary

(Corporate Seal)


ROCK ROAD CONSTRUCTION CO.,
A Delaware corporation,

By [Signature]
President

STATE OF ARIZONA)
) SS.
COUNTY OF PIMA)

I, the undersigned, a Notary Public in and for the County and State aforesaid DO HEREBY CERTIFY that WILLIAM M. NANINI the above named President and HENRY LEYVA, the above named Secretary of Rock Road Construction Co., a Delaware corporation, the Grantor, personally known to me to be President and the Secretary of said corporation and known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of July, 1981.


Wm. C. Childs
Notary Public

My Commission Expires: January 19, 1985

This instrument prepared by William C. Childs, Hopkins & Sutter, One First National Plaza, Chicago, Illinois 60603

770413

PARTIAL RELEASE OF EASEMENT

THIS INDENTURE WITNESSETH, That Northern Indiana Public Service Company, an Indiana corporation, the holder of an easement for gas pipeline, being part of an easement

assigned by Indiana Natural Gas and Oil Company
 dated February 11, 1941, recorded March 27, 1941, in Book 329, Page 98, in the Recorder's Office of Lake County, Indiana, in consideration of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE AND FOREVER QUIT CLAIM to Indiana Natural Gas and Oil Company and Antons F. Troesch and to their successors and assigns, all the right, title and interest acquired under the aforesaid easement for electrical lines, in, upon, along and over that portion of the premises therein described situated in Lake County, Indiana, as follows:

Part of the Northeast Quarter of the Southwest Quarter of Section 35, Township 37 North, Range 9 West, North Township, Lake County, State of Indiana. Said strip being more particularly described as follows: A piece of land one rod in width and the length of a centerline hereinafter described being one-half rod in width on each side of said centerline which is described as follows: Beginning at a point on the North boundary line of the said Southwest Quarter of Section 35, 150 feet west of the center of said Section; thence running South 47°-22' East 13 rods more or less to a point on the East boundary line of said Southwest Quarter Section.

NOTE: This easement is in the records of Northern Indiana Public Service Company as part of rights of way being assigned to Northern Indiana Public Service Company from Indiana Natural Gas recorded March 27, 1941, in Miscellaneous Record 329, page 98.

Not previously recorded

This release is not intended to change, modify, abridge, waive, diminish, discharge or affect in any way the title or lien of the easement of Northern Indiana Public Service Company in, upon, along and over the property mentioned or described in said instrument dated February 11, 1941, and recorded in the Recorder's Office of Lake County, Indiana on March 27, 1941, in Book 329, at Page 98, other than that part herein expressly released, and is executed on the express provision, stipulation and condition that it shall not be so construed.

IN WITNESS WHEREOF, Northern Indiana Public Service Company, by its Vice President, has caused this instrument to be executed and its respective corporate seal to be affixed and attested by its Secretary this 19 day of JUNE, 1984.

NORTHERN INDIANA PUBLIC SERVICE COMPANY

FILED

By [Signature]
 [J. E. NICKOLOFF]
 Vice President

ATTEST:

AUG 22 1984

P. R. Honrich, Acting Secretary

STATE OF INDIANA)
) ss:
 COUNTY OF LAKE)

BE IT REMEMBERED that on this 19 day of JUNE, 1984, before me a notary public in and for the county and state aforesaid, personally appeared J. E. NICKOLOFF, Vice President, and P. R. Honrich, Acting Secretary, respectively, of Northern Indiana Public Service Company, and each acknowledged the execution of the above and foregoing instrument in behalf of said corporation as the voluntary act and deed of said corporation and of said officials of said corporation for the uses and purposes set forth.

WITNESS my hand and notarial seal the day and year first above written.

[Signature]
 Charles M. Morrow, Jr.
 Notary Public
 Resident of Lake County, Indiana

My Commission Expires April 26, 1984

770412

PARTIAL RELEASE OF EASEMENT

THIS INDENTURE WITNESSETH, That Northern Indiana Public Service Company, an Indiana corporation, the holder of an easement for gas pipeline being part of an easement

assigned by Indiana Natural Gas and Oil Company
 dated February 11, 1941, recorded March 27, 1941, in Book
329, Page 98, in the Recorder's Office of Lake
County, Indiana, in consideration of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged,
 does hereby REMISE, RELEASE AND FOREVER QUIT CLAIM to Indiana Natural Gas and Oil Company and
Antone F. Troesch and to their successors and assigns, all the
 right, title and interest acquired under the aforesaid easement for electrical lines, in, upon, along and over that
 portion of the premises therein described situated in Lake County, Indiana,
 as follows:

A strip of land one rod in width upon and across the Northeast Quarter of the Southwest Quarter in Section (35), Township (37) North, Range (9) West of the Second Principal Meridian concerning the following: A strip of land one rod in width being one-half rod in width on each side of a centerline staked out and described as follows:

Beginning at a point in the East boundary line of said Northeast Quarter of the Southwest Quarter of Section 35, distant 172 feet South from the center of said Section; thence running Westerly on a curve of 1432 and one-half foot radius 690 feet to a point 41 and one-quarter feet South of the East and West centerline of said Section, thence North 88 degrees 30 minutes West parallel to said centerline and distant 41 and one-quarter feet therefrom 640 feet to the West boundary line of said Northeast Quarter of the Southwest Quarter of Section 35.

NOTE: A portion of one of the rights of way for pipeline by reason of Appropriation Proceedings in Lake Circuit Court, filed November 16, 1891, entitled Indiana Natural Gas and Oil Company vs. Anton F. Troesch, On April 26, 1892, Order Book 3, page 284. This easement not in the records of Northern Indiana Public Service Company but according to Chicago Title Insurance Company, this easement is part of the rights of way assigned to Northern Indiana Public Service Company recorded March 27, 1941, in Miscellaneous Record 329, page 98.

Not previously recorded

This release is not intended to change, modify, abridge, waive, diminish, discharge or affect in any way the title or lien of the easement of Northern Indiana Public Service Company in, upon, along and over the property mentioned or described in said instrument dated February 11, 1941, and recorded in the Recorder's Office of Lake County, Indiana on March 27, 1941, in Book 329, at Page 98, other than that part herein expressly released, and is executed on the express provision, stipulation and condition that it shall not be so construed.

IN WITNESS WHEREOF, Northern Indiana Public Service Company, by its Vice President, has caused this instrument to be executed and its respective corporate seal to be affixed and attested by its Secretary this 17 day of June, 1944.

NORTHERN INDIANA PUBLIC SERVICE COMPANY

By J. E. Nickoloff
 J. E. NICKOLOFF
 Vice President

ATTEST:

FILED

AUG 27 1944

P. R. Hornrich, Acting Secretary

P. R. Hornrich
 ACTING SECRETARY

STATE OF INDIANA }
 } ss:
 COUNTY OF LAKE }

BE IT REMEMBERED that on this 17 day of June, 1944, before me a notary public in and for the county and state aforesaid, personally appeared J. E. Nickoloff, Vice President, and P. R. Hornrich, Acting Secretary, respectively, of Northern Indiana Public Service Company, and each acknowledged the execution of the above and foregoing instrument in behalf of said corporation as the voluntary act and deed of said corporation and of said officials of said corporation for the uses and purposes set forth.

WITNESS my hand and notarial seal the day and year first above written.

Charles M. K... ..
 Notary Public
 Resident of Lake County, Indiana

My Commission Expires AUG. 26, 1947

This instrument prepared by C. L. Allegretti

771622

JUN 30 1984

Date
120200-84ROOM 1111 INSURANCE
Crown Point, IndianaPARTIAL ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, TEXACO-CITIES SERVICE PIPE LINE COMPANY, (formerly named The Texas - Empire Pipe Line Company), a Delaware Corporation, with offices at 9700 Richmond Avenue, Houston, Texas 77042, hereinafter referred to as "Assignor", for TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by AMOCO PIPELINE COMPANY, a Maine Corporation, with offices at 200 East Randolph Drive, Chicago, Illinois 60601, hereinafter referred to as "Assignee", the receipt and sufficiency of which is hereby acknowledged, and subject to that certain Agreement of Sale and Purchase dated June 19, 1964, between Assignor and Assignee, has GRANTED, SOLD, CONVEYED, TRANSFERRED and ASSIGNED, and by these presents does GRANT, SELL, CONVEY, TRANSFER and ASSIGN unto Assignee all that part of Assignor's right, title and interest in and to that certain Right-of-Way Easement dated November 8, 1961, from Cities Service Petroleum Company to Texaco-Cities Service Pipe Line Company, and recorded as Document No. 244735 in the Deed Records of Lake County, Indiana, which in any way relates to and accommodates the Black Oak Junction to East Chicago Eighteen-Inch Main Line heretofore conveyed to the Assignee pursuant to said Agreement of Sale and Purchase, together with all prescriptive rights, if any, owned therein by Assignor as such prescriptive rights apply to said Assignee's said eighteen-inch (18") pipeline.

It is understood and acknowledged by the parties hereto that Assignor owns, and will retain ownership of two (2) six-inch (6") pipelines and four (4) twelve-inch (12") pipelines that were constructed upon and are presently maintained pursuant to said Right-of-Way Easement.

It is further understood and acknowledged by the parties hereto that Assignor retains for itself, its successors and

assigns all of its interest in and to said Right-of-Way Easement which in any way relates to and accommodates Assignor's said pipelines.

Because of the close proximity of Assignor's said pipelines to Assignee's eighteen-inch (18") pipeline upon the right-of-way, a separation of Assignor's and Assignee's rights-of-way by legal description is virtually impossible; but, it is the intent of the parties to have their respective interests divided. Therefore, it is understood that neither party will have any interest whatsoever in said Right-of-Way Easement as same pertains to the other party's pipeline or pipelines.

It is the intention of both Assignor and Assignee that each shall have the full use and enjoyment of all of the rights conveyed by said Right-of-Way Easement insofar as such rights pertain to each party's respective pipeline or pipelines.

TO HAVE AND TO HOLD the above described premises unto Assignee, its successors and assigns, forever.

Assignor makes no warranty of title, express or implied, with respect to the above described premises except as expressly provided in the above described Agreement of Sale and Purchase.

By the acceptance of this Partial Assignment, Assignee does hereby assume and agree to perform the obligations of Assignor under and pursuant to said Right-of-Way Easement assigned herein, to the extent that such obligations pertain to Assignee's eighteen-inch (18") pipeline, from and after 7:00 a.m. on the date hereof, and the obligations thereunder shall be binding upon Assignee, its successors and assigns.

EXECUTED this the 10th day of August, 1984.

ATTEST:

[Signature]
Secretary
(SEAL)

TEXACO-CITIES SERVICE PIPE LINE COMPANY

By:

[Signature]
P. A. Lyons
Title: Vice President

ATTEST:

[Signature]
Secretary
(SEAL)

AMOCO PIPELINE COMPANY

By:

[Signature]
H. A. Parker
Title: President

(ACKNOWLEDGMENTS ATTACHED)

CORPORATE ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared P. A. Lyons, Vice President of TEXACO-CITIES SERVICE PIPE LINE COMPANY, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this the 10th day of August, 1984.

My Commission Expires:

8-12-87
(SEAL)

Natalie Jordan
Notary Public in and for
Harris County, Texas

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared H. A. Parker, President of AMOCO PIPELINE COMPANY, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this the 10th day of August, 1984.

My Commission Expires:

8-12-87
(SEAL)

Natalie Jordan
Notary Public in and for
Harris County, Texas

This instrument was prepared by
Clinton Cox
7700 Richmond Avenue
P.O. Box 42132
Houston, Texas 77042

Indiana State Income Tax on
Sale of Real Estate

Payee
Texaco-Cities Serv. Pipeline Co.

Date Paid 8-14-84

Amount Paid \$ 11,238.46

Recorder's Receipt # 416332

on 19 deeds Lake County

RETURN TO: CHANDLER-REID & ASSOC.
200 EAST BROADWAY SUITE
MILWAUKEE, WISCONSIN 53202
CHICAGO, ILLINOIS 60601

LAKE COUNTY, INDIANA
FILED FOR RECORD

Prescribed by the State Board of Accountancy

2001 074490

2001 SEP 11 11:13

TAX TITLE DEED TO COUNTY

Whereas the Lake County Board of Commissioners did the 10th day of September, 2001 produce to the County of Lake, in the State of Indiana, a certificate of sale dated the 30th day of March, 2001 signed by Peter Benjamin who, at the date of sale, was Auditor of the County, from which it appears that said County on the 30th day of March, 2001 obtained, pursuant to law, the real property described in this indenture for the sum of FIFTY-NINE THOUSAND, EIGHT HUNDRED THIRTY-SIX AND 74/100 DOLLARS (\$59,836.74) being the amount due on the following tracts of land returned delinquent in the name Gary Development Co Inc for 1999 and prior years, namely:

Property ID: 25-40-0152-0008
Property Address: APPR 200 N Blaine St, Gary, In 46406
W. 182 FT. OF GOV. LOT 3 E1/2 SW. S.35 T.37 R.9 S.90A.

Such real property has been recorded in the Office of the Lake County Auditor as delinquent for the nonpayment of taxes and proper notice of the sale has been given. It appearing that Lake County is the owner of the certificate of sale, that the time of redeeming such real property has expired, that the property has not been redeemed, that the Lake County Commissioners have demanded a deed for the real property described in the certificate of sale, that the records of Lake County Auditor's Office state that the real property was legally liable for taxation, and the real property has been duly assessed and properly charged on the duplicate with the taxes and special assessments for 1999 and prior years:

Therefore, this indenture, made this 10th day of September, 2001 between the State of Indiana by Peter Benjamin, Auditor of Lake County, of the first part, and Lake County of the second part, witnesseth; That the party of the first part, for and in consideration of the premises, has granted and bargained and conveyed to the party of the second part, the real property described in the certificate of sale, situated in the County of Lake, and the State of Indiana, namely and more particularly described as follows:

Property ID: 25-40-0152-0008
Property Address: APPR 200 N Blaine St, Gary, In 46406
W. 182 FT. OF GOV. LOT 3 E1/2 SW. S.35 T.37 R.9 S.90A.

to have and to hold such real property, with the appurtenances belonging thereto, in as full and ample a manner as the Auditor of said County is empowered by law to convey the same.

In testimony whereof Peter Benjamin, Auditor of Lake County, has hereunto set his hand, and affixed the seal of the Board of County Commissioners, the day and year last above mentioned.

Witness: Peter Benjamin (I.S.)
Peter Benjamin, Auditor of Lake County

Attest: JOE V. KATONA
Treasurer: Lake County

State of INDIANA)
County of LAKE)

Before me, the undersigned, Anna N. Anton in and for said County, this day, personally came the above name Peter Benjamin of said County, and acknowledged that he signed and sealed the foregoing deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and seal this SEP 07 day of SEP, 2001.

Anna N. Anton
Anna N. Anton, Clerk of Lake County

This instrument prepared by Lee J. Christakis, Attorney
7870 Broadway, Suite G,
Merrillville, IN 46410

Post Office Address of grantee: 2293 N. Main Street
Crown Point, IN 46307

NOT-TAXABLE

SEP 11 2001

PETER BENJAMIN
LAKE COUNTY AUDITOR

460

Rosa
3238

2003 088554

STATE OF INDIANA
LAKE COUNTY

2003 08 05 10:52

MOORE & CARTER
RECORDERS

COMMISSIONERS QUIT CLAIM DEED

This Indenture Witnesseth, that the Lake County, Indiana Board of Commissioners, of Lake County, in the State of Indiana,

Release and Quit Claim to J. B. MOODY
620 WEST 2ND PLACE
GARY, IN 46402

for and in consideration of \$2,511.50, and other valuable consideration, the receipt whereof is hereby acknowledged, the following described Real Estate in Lake County, Indiana:

Property ID 25-40-0152-0008

Commonly Known Address APPROXIMATELY 200 NORTH BLAINE STREET

City, State Zip Code GARY, IN 46406

Legal Description

ALL THAT PART OF GOVERNMENT LOT 3 SECTION 35 TOWNSHIP 37 NORTH, RANGE 9, WEST OF THE 2ND PM, IN THE CITY OF GARY, LAKE COUNTY INDIANA, ON THE WEST BY WEST LINE OF SAID GOVERNMENT LOT 3; ON THE NORTH BY A LINE 100 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, ON THE EASTERLY SIDE BY THE WESTERLY AND SOUTHWESTERLY LINE OF THE ELGIN, JOLIET, & EASTERN RAILWAY COMPANY'S RIGHT-OF-WAY, AS NOW LOCATED ON THE SOUTHERLY SIDE BY THE NORTHERLY BANK OF THE GRAND CAUMMET RIVER, AND CONTAINING 46.144 ACRES MORE OR LESS, EXCEPT THAT PART OF GOVERNMENT LOT 3 FROM SAID DEED RECORD 89, PAGES 422 & 423 AND ALSO BY DEED RECORD 90, PAGES 127 & 128 AND EXCEPT THE NORTH 49 1/2 FEET AND ALSO EXCEPTING THAT PART CONVEYED DEED RECORD 935, PAGE 287, WHICH PART CONVEYED LIES EASTERLY OF THE LINE PARALLEL TO AND 182 FEET EAST OF THE WEST LINE OF SAID GOVERNMENT LOT 3.

In Witness Whereof, The said Board of Commissioners of the County of Lake has hereunto set their hands and seals, this 6th day of August

Date of Sale

7/4/2003

Rudolph Clay

Frances DuPey

Gerry J. Schaub



DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

IN STATE OF INDIANA,
COUNTY OF LAKE, SS:

Before me the undersigned, duly elected, qualified, sworn and acting Auditor in and for said Lake County, and 2003, empowered by law to acknowledge the deeds of the Lake County Commissioners, under I.C. 36-2-2-11, 36-2-9-7, 32-1-2-16, 32-1-2-23, and the City of Gary v. Belovich, 1987, 504 N.E.2d 266, do now attest that this day of personally came the Lake County Commissioners, all of whom are personally known to me, and acknowledged the execution of the above and foregoing instrument as their true, voluntary and official act.

WITNESS MY HAND AND OFFICIAL SEAL

STEPHEN R. STIGLICH, Auditor of Lake County

Deed Prepared by John S. Dull, Esq.
94

000751

189783476

Prescribed by the State Board of Accounts

TAX TITLE DEED TO COUNTY

Whereas the Lake County Board of Commissioners did the 3rd day of December, 2001 produced to the County of Lake, in the state of Indiana, a certificate of sale dated the 19th day of September 1999, signed by Peter L. Benjamin who, at the date of sale, was Auditor of the County, from which it appears that said County on the 19th day of September 1999, obtained, pursuant to law, the real property described in this indenture for the sum of (\$278,421.52) Two Hundred Seventy-Eight Thousand Four Hundred Twenty-One Dollars 52/100 being the amount due on the following tracts of land returned delinquent in the name Gary Development Co Inc for 1999 and prior years, namely:

Property ID: 25-40-0152-0012
Property Address: 479 N. Cline Gary Indiana 46406
Legal Description: PT. OF GOV. LOT 4 W2.SW.1-4 LY'G. N. OF GRAND CALUMET RIVER
S.35 T.37 R.9 15.777AC.

Such real property has been recorded in the Office of the LAKE County Auditor as delinquent for the nonpayment of taxes and proper notice of the sale has been given. It appearing the LAKE County is the owner of the certificate of sale that the time of redeeming such real property has expired, that the property has not been redeemed, that the LAKE County Commissioners have demanded a deed for the real property described in the certificate of sale, that the record of LAKE County Auditor's Office state that the real property was legally liable for taxation, and the real property has been duly assessed and properly charged on the duplicate with taxes and special assessments for 2001 and prior years.

Therefore, this indenture, made this 3rd day of December, 2001 between the State of Indiana by PETER L. BENJAMIN, Auditor Lake County, of the first part, and Lake County of the second part, witnesseth; That the party of the first part, for and in consideration of the premises, has granted and bargained and conveyed to the party of the second part, the real property described in the certificate of sale, situated in the County of Lake, and the State of Indiana namely and more particularly described as follows:

Property ID: 25-40-0152-0012
Property Address: 479 N. Cline Gary Indiana 46406
Legal Description: PT. OF GOV. LOT 4 W2.SW.1-4 LY'G. N. OF GRAND CALUMET RIVER
S.35 T.37 R.9 15.777AC.

To have said to hold such real property, with appurtenances belonging thereto, in as full and ample a manner as the Auditor of said County is empowered by law to convey the same.

In testimony whereof PEGGY KATONA, Auditor of Lake County, has hereunto set her hand, and affixed the seal of the Board of County Commissioners, the day and year last above mentioned.

John E. Petalas

Witness: *Peggy Katona*
PEGGY KATONA, AUDITOR OF LAKE COUNTY

Attest: JOHN PETALAS
TREASURER: LAKE COUNTY

STATE OF INDIANA

County of LAKE

Before me, the undersigned, Thomas R. Philpot in and for said County, this day, personally came the above name PEGGY KATONA of said County, and acknowledged that he signed and sealed the foregoing deed for uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and seal this 15 day of Oct., 2009.

This instrument prepared by Jim Wieser

Post Office Address of Grantor: 2293 North Main St.
Crown Point Indiana 46307

Thomas R. Philpot
Thomas R. Philpot, Clerk of Lake County

ONLY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

OCT 15 2009

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

Gina 3161 020005

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2011 056929

2011 OCT 13 PM 1:54

MICHELLE E. FAJMAN
RECORDER

COMMISSIONERS QUIT-CLAIM DEED

This Indenture Witnesseth, that the Lake County, Indiana Board of Commissioners, of Lake County, in the State of Indiana,

Release and Quitclaim: **James Nowacki**
PO Box 2571
Gary IN 46403 ←

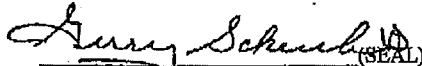
Of LAKE County, in the State of INDIANA, The Lake County, Indiana Board of Commissioners, sold this property to the James Nowacki in the amount of \$1,000.00 the following described Real Estate in LAKE County, Indiana:
8/27/2010

PROPERTY ID: 45-03-35-301-003.000-004

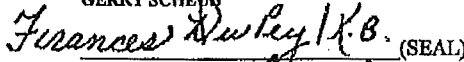
PROPERTY ADDRESS: 479 N. Cline Gary In 46406

LEGAL DESCRIPTION: PT. OF GOV. LOT 4 W2.SW.1-4 LY'G. N. OF
GRAND CALUMET RIVER S.35 T.37 R.9
15.777AC.

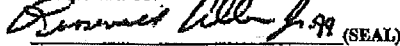
In Witness Whereof, The said Board of Commissioners of the County of Lake has hereunto set their hands and seals, this 24th day of June, 2011.


(SEAL)

GERRY SCHEIDT


(SEAL)

FRANCES DUPEY

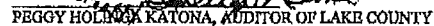

(SEAL)

ROOSEVELT ALLEN JR.

STATE OF INDIANA, LAKE COUNTY, SS

Before me, the undersigned, duly elected, qualified, sworn and acting Auditor in and for said County and State, empowered by law to acknowledge the deeds of the LAKE County Commissioners, under I.C.36-2-211, 36-29-7, 32-1-2-18, 32-1-2-23, and City of Gary v. Belovich, 1987, 504 N.E. 2d 286, do now attest that on this 24 day of June, 2011, personally came the LAKE County Commissioners, all of whom are personally known to me, and acknowledged the execution of the above and foregoing instrument as their true, voluntary and official act.

WITNESS MY HAND AND OFFICIAL SEAL


PEGGY HOLINGA KATONA, AUDITOR OF LAKE COUNTY

Deed prepared by Randy Wyllie, Attorney for the Auditor

FILED FOR RECORD
FINAL ACCEPTANCE FOR TRANSFER

OCT 13 2011

05626
PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

#16
CS
CWA